

STATE OF NEW HAMPSHIRE

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Form No. 26
 RSA 293-A:11.05

FILED

MAR 17 2000

WILLIAM M. GARDNER
 NEW HAMPSHIRE
 SECRETARY OF STATE

ARTICLES OF MERGER OF DOMESTIC AND FOREIGN CORPORATIONS

Johnson & Johnston Associates, Inc.
 (surviving corporation)

PURSUANT TO THE PROVISIONS OF THE NEW HAMPSHIRE BUSINESS CORPORATION ACT, THE UNDERSIGNED DOMESTIC AND FOREIGN CORPORATIONS ADOPT THE FOLLOWING ARTICLES OF MERGER FOR THE PURPOSE OF MERGING THEM INTO ONE OF SUCH CORPORATIONS:

FIRST: The plan of merger was approved by each of the undersigned corporations in the manner prescribed by the New Hampshire Business Corporation Act. THE PLAN OF MERGER IS ATTACHED. (Note 1)

Name of Domestic Corporation Johnson & Johnston Associates, Inc.

(Check one) A. Shareholder approval was not required.
 B. X Shareholder approval was required. (Note 2)

Designation (class or series) of voting group	No. of shares outstanding	Total no. of votes entitled to be cast	Total no. of votes cast <u>FOR</u> <u>AGAINST</u>	<u>OR</u>	Total no. of undisputed votes <u>FOR</u>
Voting Common Stock	100	100			100
Non-voting Common stock	14.29	NONE			

SECOND: The number of votes cast for the plan by each voting group was sufficient for approval by each voting group.

Name of Foreign Corporation CAC Products Acquisition, Inc.

State of Incorporation Delaware

THIRD: The laws of the state under which the foreign corporation was organized permit such a merger and the foreign corporation has complied with the laws of that state in effecting the merger.

ARTICLES OF MERGER
INTO Johnson & Johnston Associates, Inc.

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FOURTH: The aggregate number of shares, which the surviving corporation has authority to issue as a result of the merger is (Note 3) 250 shares of voting common stock and 50 shares of non-voting common stock.

Dated February 29, 2000

Johnson & Johnston Associates, Inc. (Note 4)

By Michael C. Veysey (Note 5)
Signature of its Vice President

Michael C. Veysey
Print or type name

CAC Products Acquisition, Inc. (Note 4)

By Michael C. Veysey (Note 5)
Signature of its Senior Vice President

Michael C. Veysey
Print or type name

- Notes:
1. The Plan of Merger must be submitted with this form.
 2. All sections under "B." must be completed. If any voting group is entitled to vote separately, give respective information for each voting group. (See RSA 293-A:1.40 for definition of voting group.)
 3. Complete this section if surviving corporation is a domestic corporation.
 4. Exact corporate names of respective corporations executing the Articles.
 5. Signature and title of person signing for the corporation. Must be signed by Chairman of the Board of Directors, President or other officer; or see RSA 293-A:1.20(f) for alternative signatures.

Mail fee and ORIGINAL (INCLUDING PLAN OF MERGER) and ONE EXACT OR CONFORMED COPY to: Secretary of State, State House, Room 204, 107 North Main Street, Concord, NH 03301-4989

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "*Agreement*") is being entered into this 29th day of February, 2000, by and between Johnson & Johnston Associates, Inc., a New Hampshire corporation ("*JJA*" or the "*Surviving Corporation*"), and CAC Products Acquisition, Inc., a Delaware corporation ("*CAC Products*" or the "*Merging Corporation*"), which will be merged with and into JJA pursuant to the terms of this Agreement.

RECITALS

WHEREAS the laws of the states under which the Surviving Corporation and the Merging Corporation are incorporated permit this merger; and

WHEREAS the Surviving Corporation and the Merging Corporation have agreed to merge pursuant to the terms, provisions and conditions set forth in this Agreement; and

WHEREAS the Boards of Directors of each corporation party to this Agreement have determined that it is advisable that this merger occurs and have approved this Agreement; and

WHEREAS the Boards of Directors of JJA and CAC Products have resolved that the terms of the merger be submitted to their respective sole shareholders for adoption; and

WHEREAS the sole shareholders of each of JJA and CAC Products have adopted the terms of the merger.

The parties hereto agree as follows:

ARTICLE I THE MERGER

1.1 Effective Time of the Merger. The Merger authorized by this Agreement (the "*Merger*") will be effective immediately after the close of business on February 29, 2000 (the "*Effective Time of the Merger*").

1.2 The Merger. Upon the Effective Time of the Merger, CAC Products is to be merged with and into JJA, in accordance with the laws of the states Delaware and New Hampshire, whereupon the separate existence of CAC Products will cease, and JJA will be the surviving corporation and will continue to exist under and be governed by the New Hampshire Business Corporation Act (the "*NHBCA*");

1.3 Articles or Certificates of Merger. JJA and CAC Products will file articles or certificates of merger with the Secretary of State of Delaware and Secretary of State of New Hampshire and make all other filings or recordings required in connection with the Merger by the NHBCA or the Delaware General Corporation Law ("*DGCL*").

ARTICLE II THE CORPORATION SURVIVING THE MERGER

2.1 Articles or Certificates of Incorporation. At the Effective Time of the Merger and without any further action on the part of JJA or the Merging Corporation, the Articles of Incorporation of JJA in effect at the Effective Time of the Merger will be the Articles of Incorporation of the Surviving Corporation until amended in accordance with applicable law.

2.2 By-Laws. At the Effective Time of the Merger and without any further action on the part of JJA or the Merging Corporation, the By-Laws of JJA in effect at the Effective Time of the Merger will be the By-Laws of the Surviving Corporation until amended in accordance with applicable law.

2.3 Directors and Officers. From and after the Effective Time of the Merger, until successors are duly elected or appointed and qualified in accordance with the Articles of Incorporation and By-Laws of the Surviving Corporation and applicable law, (i) the directors of JJA at the Effective Time of the Merger will be the directors of the Surviving Corporation, and (ii) the officers of JJA at the Effective Time of the Merger will be the officers of the Surviving Corporation.

2.4 Statutory Agent. The designated statutory agent for service of process will be The Corporation Trust Company.

ARTICLE III CAPITALIZATION

3.1 Capitalization of JJA. The entire authorized capital stock of JJA consists of (i) 250 shares of voting common stock, without par value, of which 100 shares are issued and outstanding, and (ii) 50 shares of non-voting common stock, without par value, of which 14.29 shares are issued and outstanding. Prior to the Merger, all of the issued and outstanding shares of capital stock of JJA are owned by CAC Products. All of the shares are free and clear of liens, and other than those that may be set forth in this Agreement, no authorization or consent of any person is required to consummate the transactions contemplated hereby. At the Effective Time of the Merger, all issued and outstanding shares of JJA will be owned by GA-TEK Inc., an Ohio corporation ("**GA-TEK**"). In order to effectuate the Merger, at the Effective Time of the Merger, the shares of JJA owned by CAC Products will be surrendered to JJA and will be canceled, and in exchange therefor, a new share certificate will be issued to GA-TEK, which share certificate will evidence all of the issued and outstanding shares of capital stock of JJA.

3.2 Capitalization of CAC Products. The entire authorized capital stock of CAC Products consists of 1,500 shares of common stock, \$.01 par value per share, of which 1,500 shares are issued and outstanding. All issued and outstanding shares of capital stock of JJA are owned by GA-TEK. The issued and outstanding shares are free and clear of liens, and other than those that may be set forth in this Agreement, no authorization or consent of any person is required to consummate the transactions contemplated hereby.

ARTICLE IV EFFECT OF THE MERGER

4.1 Effect of the Merger. At the Effective Time of the Merger, the effect of the Merger will be as provided by this Agreement and by the applicable provisions of the NHBCA and the DGCL.

4.2 Further Action by the Merging Corporation. If after the Effective Time of the Merger, the Surviving Corporation considers it advisable that any further conveyances, agreements, documents, instruments, assurances or any other actions are necessary or desirable to vest, perfect, confirm or record in the Surviving Corporation the title to any property, rights, interest, privileges, powers or franchises of the Merging Corporation or otherwise to carry out the provisions of this Agreement, the directors and officers of the Merging Corporation last in office shall execute and deliver, upon the Surviving Corporation's request, any and all proper conveyances, agreements, documents, instruments or assurances, and shall do and perform all other acts necessary or proper. If a sufficient number of the directors or officers of the Merging Corporation last in office are not able or available to execute such documentation or perform such acts, the directors and officers of the Surviving Corporation will be authorized to act on behalf of the Merging Corporation.

4.3 Capital Stock of the Corporation Surviving the Merger. At the Effective Time of the Merger, (i) each share of common stock of CAC outstanding immediately prior to the Merger will be converted into the right to receive 1/6 shares of voting common stock of the Surviving Corporation, and (ii) each share of capital stock of JJA that is issued and outstanding at the Effective Time of such merger will be canceled and surrendered to JJA.

4.4 Capital Stock of the Merging Corporation. At the Effective Time of the Merger, each share of capital stock of the CAC Products that is issued and outstanding immediately prior to the Effective Time of the Merger will be canceled. All such shares, by virtue of the Merger and without any action on the part of the holders thereof, the Surviving Corporation or the Merging Corporation, will no longer be outstanding and will cease to exist. The Board of Directors of the Merging Corporation shall cause its sole shareholder to surrender all issued and outstanding shares to the Surviving Corporation at or immediately after the Effective Time.

4.5 Assets and Liabilities of the Merging Corporation. At the Effective Time of the Merger, the Surviving Corporation will for all purposes possess all assets and property of every description, and every interest therein, of the Merging Corporation and all rights, privileges, immunities, interests, powers, franchises, and authority of a public as well as a private nature of the Merging Corporation. At the Effective Time of the Merger, the Surviving Corporation will assume for all purposes all liabilities or obligations belonging to or due to the Merging Corporation.

**ARTICLE V
MISCELLANEOUS**

5.1 Abandonment or Amendment. At any time prior to the Effective Date of the Merger or the filing of the certificates or articles of merger with the appropriate State offices, the Board of Directors of either the Surviving Corporation or the Merging Corporation may abandon this Merger or any Merger or may amend this Agreement to the extent permitted by law.

5.2 Counterparts; Signatures. This Agreement may be executed in one or more counterparts each of which will be deemed an original, but all of which together will constitute one and the same instrument. A photocopy or facsimile of any signature necessary to authorize, adopt, or execute this Agreement or any other document necessary to effect the Merger will be treated to the extent permitted by law as an original signature.

5.3 Headings. The headings of articles and sections herein are for convenience of reference only, are not a part of this Agreement, and are not to be deemed to limit or affect any of the provisions hereof.

5.4 Complete Agreement. This Agreement contains the complete agreement among the parties with respect to the Merger and supersedes all prior agreements and understandings with respect to the Merger.

5.5 Third Parties. Nothing herein expressed or implied is intended or is to be construed to confer upon or give to any person, other than the parties to this Agreement or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

5.6 Accounting Treatment of the Merger. The parties hereto agree that this Merger will be treated as poolings of interest for all purposes of federal and state income taxes, and each party will report all taxes in a manner consistent therewith.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized on the day and year first above written.

JOHNSON & JOHNSTON ASSOCIATES, INC.

By: Michael C. Veysey
Name: Michael C. Veysey
Title: Vice President

CAC PRODUCTS ACQUISITION, INC.

By: Michael C. Veysey
Name: Michael C. Veysey
Title: Senior Vice President

